

CITY OF LINCOLN/LANCASTER COUNTY
CONTRACT AWARD NOTIFICATION
SPECIFICATION NO.06-227
ANNUAL REQUIREMENTS FOR
ANNUAL SUPPLY OF REED DRILL TAPS

DATE: September 12, 2006

CONTRACT PERIOD: Oct. 1, 2006 thru Sept. 30, 2007

CONTRACTOR: Alamo Iron Works
943 AT&T Center Parkway
San Antonio, TX 78219

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Billy Craft
Telephone No.: 210-223-6161
FAX No.:
E-Mail Address:


THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

Per Attached Bid Specification No. 06-227

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O. #077249
Dated: 9-8-06

 **COPY**

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS FOR REED DRILL TAPS
SPECIFICATION 06-227**

**Contractor:
Alamo Iron Works
943 AT&T Center Parkway
San Antonio, TX 78219**

CITY OF LINCOLN, NEBRASKA
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this 8th day of Sept. 2006, by and between **Alamo Iron Works, 943 AT&T Center Parkway, San Antonio, TX 78219** hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing Annual Requirements for Reed Drill Taps Spec. No. 06-227 and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

Pricing as stated in your proposal
\$31,201.40

CONTRACT AGREEMENT

The Work included in this Contract shall begin as soon as possible from date of executed contract. The term of agreement shall be one (1) year from **October 1, 2006 thru September 30, 2007**; with option to renew for two (2) additional one (1) year terms.

GUARANTEE:

A performance bond in the full amount of the contract shall be required for all construction contracts. This bond shall remain in effect during the guarantee period as stated in the specifications.. Once the project is completed, the contractor may submit a maintenance bond in place of the performance bond.

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Bidders
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications
5. The Special Provisions, if applicable

CONTRACT AGREEMENT

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

John E. Roscoe
City Clerk



CITY OF LINCOLN, NEBRASKA

Mayor

Approved by Executive or No. 007249

dated Sept 8, 2006

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Man [Signature] (SEAL)
Secretary

ALAMO IRON WORKS
Name of Corporation

943 AT-T CENTER PKWY
(Address) SAN ANTONIO, TX 78219

By: *[Signature]*
Duly Authorized Official

QUOTATIONS ANALYST
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

Company Name Alamo Iron Works

original

PROPOSAL
SPECIFICATION NO. 06-227

BID OPENING TIME: 12:00 NOON
DATE: August 9, 2006

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

ADDENDA RECEIPT: The receipt of addenda to the specifications numbers 1 through 4 are hereby acknowledged. Failure of any bidder to receive any addendum or interpretation of the specifications shall not relieve the bidder from obligations specified in the bid request. all addenda shall become part of the final contract document.

THE REQUIREMENTS FOR REED DRILL TAPS

BIDDING SCHEDULE

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>TOTAL</u>
1.	3/4" CC REED PVC DRILL TAPS CAT #DT75P, ITEM #04396	75 EA	<u>\$158.⁰⁷</u>	<u>\$11855.²⁵</u>
2.	1" CC REED PVC DRILL TAPS CAT #DT100P, ITEM #04397	75 EA	<u>194.³³</u>	<u>14724.⁷⁵</u>
3.	3/4" CC REED DRILL TAPS CAT #DT75, ITEM #04390	20 EA	<u>99.²⁷</u>	<u>1985.⁴⁰</u>
4.	1" CC REED DRILL TAPS CAT #DT100, ITEM #04391	20 EA	<u>131.⁸⁰</u>	<u>2636.⁰⁰</u>
TOTAL BID, ITEMS 1 - 4 COMBINED				<u>\$31,201.⁴⁰</u>

NO BID SECURITY REQUIRED

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

Special provisions for Commodity Term Contracts are included with the specification document. Bidders are urged to read the Special Provisions before completing the following sections of the Proposal.

Contract Extension Renewal is an option: Yes ✓
No

TERM PRICE CLAUSE: BIDDER MUST STATE

- (a) Bid prices firm for the full contract period: ✓; or
(b) Bid prices subject to escalation/de-escalation: .
(c) If (b), state period for which prices will remain firm:
Through .

INTER-LOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

1 YES NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

NAME: BILLY CRAFT
TITLE: QUOTATIONS ANALYST
PHONE NO. (210) 704-8434

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 06-227

ALAMO IRON WORKS

COMPANY NAME

943 AT-T CENTER PKWY

STREET ADDRESS or P.O. BOX

SAN ANTONIO, TX 78219

CITY, STATE ZIP CODE

(210) 223-6161

TELEPHONE

EMPLOYER'S FEDERAL ID. NO.
OR SOCIAL SECURITY NUMBER

N30

TERMS OF PAYMENT

Billy Craft

BY (Signature)

BILLY CRAFT

(Print Name)

QUOTATIONS ANALYST

(Title)

8-7-06

(Date)

4 DAYS ARO

ESTIMATED DELIVERY DAYS

Bids may be inspected in the Purchasing Division during normal business hours after tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: lincoln.ne.gov Keyword: **Bid** The Intent to Award will be listed on the website when a recommendation is received from the Department.